

PROMISSORY NOTE AND SECURITY AGREEMENT

Plan Name: Woods Powr-Grip Co., Inc. 401(k) Profit Sharing Plan and Trust **Plan Number:** 28201
Participant's Social Security Number: _____ -- ____ -- _____

Participant Information

Participant Name: _____
Participant Address: _____

City State Zip
Division: _____ Hire Date: _____ Birth Date: _____

Terms of Loan

1. Amount of Loan (Principal):\$ _____
2. Loan Term: _____
3. Date of this Note: _____

For value received, I promise to pay to the order of the Trustee of the Plan the sum of \$ _____ (hereinafter "Principal") and to pay interest on the unpaid Principal at the rate of ____% per year from the date hereof. I will make payments in consecutive equal ☐ weekly, ☐ bi-weekly, ☐ semi-monthly, ☐ monthly, or ☐ quarterly installments of \$ _____ through after-tax payroll deductions beginning on _____, _____ and ending on _____, _____.

This Agreement is made pursuant to, and shall be governed by, the terms of the Plan, which are hereby incorporated herein by reference. The determination of whether or not a failure to timely pay any installment of the Principal and interest constitutes a default shall be made by the Plan Administrator according to the terms of the Plan. To secure the full and prompt payment of my obligation under this note, I hereby pledge, assign, transfer, deliver and grant to the holder a security interest of up to 50% of my vested Account balance under the Plan. In the event of default, death, disability, or termination of employment, all amounts owed under this Agreement shall become immediately due and payable, and I authorize the Trustee of the Plan to reduce my vested Account balance under the Plan by the total amount of unpaid Principal and interest. If I take a military or non-military leave of absence, I may have the right to suspend my loan repayments for a certain period of time depending on the type of approved leave.

I understand I have the right to prepay the whole amount of the outstanding Principal balance at any time without penalty or premium. I hereby waive presentment, demand, protest, and notice. Also I agree to pay the holder of this Agreement all reasonable costs of collection, including (without limitation) reasonable attorneys' fees after acceleration of the maturity date of this Note.

Signatures

I hereby agree to all the terms and conditions in this agreement and certify that the above information is true, accurate and complete.

PARTICIPANT _____ **DATE** _____

As Plan Administrator I authorize the Participant's loan.

PLAN ADMINISTRATOR _____ **DATE** _____

Note: The Plan Administrator will maintain possession of this form.